

03-845-CD  
KEY BANK USA, N.A. vs. JOHN W. COUTERET, etal

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46th JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.,**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET,  
husband and wife,**

**Defendants**

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**CIVIL DIVISION**

**CASE NUMBER:** 03-845-CD

**TYPE OF PLEADING:**

Mortgage Foreclosure

**FILED ON BEHALF OF: Key Bank USA,  
N.A. - Plaintiff**

*(Name of party - indicate Pltf or Def)*

**COUNSEL OF RECORD:**

Joseph S. Wiesmeth, Esquire  
Wiesmeth & Hardy, P.C.  
Attorneys at Law  
919 Main Street  
Stroudsburg, PA 18360  
(570) 424-2848

Attorney ID #: 49796

**FILED**

**JUN 09 2003**

**William A. Shaw  
Prothonetary**

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	NO. _____
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830  
(814)-765-7891**

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

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**NO. \_\_\_\_\_**

**IN MORTGAGE FORECLOSURE**

**COMPLAINT**

1. Plaintiff is Key Bank USA, N.A.
2. The Defendants are John W. Couteret and Tammy K. Couteret, husband and wife

whose last know address is:

RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836

3. The Defendants are the Mortgagors and real owners of the Premises, hereinafter described.
4. On June 14, 2000 Defendants made, executed and delivered a mortgage upon the Premises hereinafter described and commonly known as RR 1 Box 26, Gormont Drive, Frenchville, Covington Township, Chester County, Pennsylvania which Mortgage is recorded in the Recorder's Office for Clearfield County as Instrument Number 200008475. See Exhibit "A" attached hereto and incorporated herein.

5. The Mortgage was assigned to Key Bank USA, N.A. herein by virtue of an Assignment dated June 14, 2000 and recorded on June 16, 2000 in the aforesaid Recorder's Office as Instrument Number 200008476, a copy of which is attached hereto and incorporated herein as Exhibit "B".

6. The mortgaged Premises are attached as part of Exhibit "A".

7. The mortgage is in default in that monthly payments in the amount of \$399.83 are due for the month of September 2002 and for each month thereafter are due and unpaid. Such failure to make monthly payments constitutes a default under the terms of the mortgage, entitling Plaintiff to demand payment of the entire principal balance, together with interest, costs and fees.

8. The following amounts are due on the mortgage:

Principal balance:	\$37,311.30
Interest from 8/19/02 through 5/23/03	\$3,563.79
Attorneys fees 10%	\$4,305.29
Late Charges	\$299.17
Costs of Suit to date	\$250.00
Title Search	\$150.00
Escrow Deficit	\$1,179.31
Returned Check Fee	-0-
Suspense Balance Refund	(\$300.68)
Delinquent Real Estate Taxes	\$600.00
Per Diem interest of \$12.73 from 5/23/03	accruing
<b>Total</b>	<b>\$47,358.18, plus accruals</b>

9. The attorneys fees set forth above are pursuant to the mortgage documents and will

reasonable attorneys fees will be charged which in no event will exceed the sum stated above.

10. The Notices, if required by Act 6 and Act 91, have been sent separately or in combined form pursuant to 35. P.S. 1680.403c and are attached hereto and incorporated herein as Exhibit "C".


11. The temporary stay provided by the Homeowner's Mortgage Assistance Act has terminated because:

- a. Defendants have failed to meet with Plaintiff or an authorized Credit Counselor, or;
- b. Defendants' application for assistance has been denied by the Pennsylvania Housing Finance Agency.

WHEREFORE, Plaintiff demands judgment in rem against Defendants and the Premises in the sum of \$47,358.18, plus interest at the rate of \$12.73 per day from May 23, 2003, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY  
ATTORNEYS AT LAW, P.C.

By:   
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff  
Attorney ID # 49796  
919 Main Street  
Stroudsburg, PA 18360  
570-424-2848

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200008475

RECORDED ON

JUN 16, 2000  
10:23:22 AM

RECORDING FEES - \$25.00  
REORDER

COUNTY IMPROVEMENT \$1.00  
AND

REORDER \$1.00  
IMPROVEMENT FUND

STATE WRIT TAX \$0.50  
TOTAL \$27.50

*Penn West*

WHEN RECORDED MAIL TO:

PENNWEST HOME EQUITY SERVICES  
CORPORATION  
141 CHURCH STREET  
HOOVERVILLE, PENNSYLVANIA 15936

Loan No. 00050019

[Space Above This Line For Recording Data]

*270140SKF*

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 14, 2000  
The mortgagor is JOHN W. COUTERET AND TAMMY K. COUTERET

("Borrower"). This Security Instrument is given to  
PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION,  
which is organized and existing under the laws of PENNSYLVANIA, and whose address is  
141 CHURCH STREET, HOOVERVILLE, PENNSYLVANIA 15936

("Lender"). Borrower owes Lender the principal sum of  
THIRTY SEVEN THOUSAND SIX HUNDRED AND 00/100\*\*\*\*\*  
Dollars (U.S. \$ 37,600.00). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and  
payable on JUNE 19, 2015. This Security Instrument secures to Lender: (a) the repayment of  
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the  
payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security  
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in CLEARFIELD County, Pennsylvania:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COVINGTON, IN  
THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING  
DESCRIBED AS FOLLOWS: BEING BOUNDED AND MORE FULLY DESCRIBED IN A  
DEED DATED 12/18/95 AND RECORDED 12/18/95, AMONG THE LAND RECORDS OF  
THE COUNTY AND THE STATE SET FORTH ABOVE, IN DEED VOLUME 1725 AND  
PAGE 144. ADDRESS: RR#1 BOX 26, FRENCHVILLE, PA 16836, CLEARFIELD  
COUNTY TAX MAP OR PARCEL ID NO.: 30540  
A.P.N.: 30540

THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH MAY REQUIRE A BALLOON PAYMENT AT MATURITY.

PENNSYLVANIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Document Systems, Inc. (800) 649-1362

Page 1 of 8

EXHIBIT

*tabbies*  
A

which has the address of RR#1 BOX 26 GORMONT DR  
[Street]

FRENCHVILLE  
[City]

Pennsylvania 16836 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing,



and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the

Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of

the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes

such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider                                 | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider                               | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider   | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] <u>Prepayment Rider</u> |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

John W. Couteret (Seal)  
JOHN W. COUTERET - Borrower

Tammy K. Couteret (Seal)  
TAMMY K. COUTERET - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

Witness:

Karen Geisel

Witness:

Karen Geisel

COMMONWEALTH OF PENNSYLVANIA, SOMERSET

County ss:

On this, the 14 day of June 2000

, before me, Karen Geisel

the undersigned officer, personally appeared JOHN W. COUTERET,  
TAMMY K. COUTERET

known to me (or satisfactorily  
proven) to be the person 's whose name 's are subscribed to the within instrument  
and acknowledged that they executed the same for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal  
Karen Geisel, Notary Public  
Johnstown, Cambria County  
My Commission Expires June 2, 2003  
Member, Pennsylvania Association of Notaries

Karen Geisel

Title of Officer

CERTIFICATE OF RESIDENCE I, Karen Geisel  
do hereby certify that the correct address of the within named lender is 141 CHURCH STREET,  
HOOVERSVILLE, PENNSYLVANIA, 15936

Witness my hand this 14 day of June 2000

Karen Geisel

Agent of Lender

## PREPAYMENT RIDER

Loan No.: 00050019

Date: JUNE 14, 2000

Borrower(s): JOHN W. COUTERET, TAMMY K. COUTERET

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor or mortgagor, in favor of PENNVEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA ("Lender"), as beneficiary or mortgagee, and also into that certain promissory note of even date herewith (the "Note") executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Rider (the "Rider") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section 4 of the Note is amended to read in its entirety as follows:

#### 4 "BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

If within SIXTY ( 60 ) months from the date of execution of the Security Instrument I make a full or partial prepayment(s), I will pay a prepayment charge in an amount equal to a percentage of the principal so prepaid in accordance with the following schedule:

If paid during the first year from date hereof, FIVE percent ( 5.000%)  
of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the second year from date hereof, FOUR percent ( 4.000%)  
of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the third year from date hereof, THREE percent ( 3.000%)  
of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the fourth year from date hereof, TWO percent ( 2.000%)  
of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the fifth year from the date hereof, ONE percent ( 1.000%)  
of the portion of such prepayment equal to the principal amount so prepaid.

IN WITNESS WHEREOF, Borrower has executed the Rider on the 14 day of June, 2000

John W. Couteret 6-14-00  
Borrower Date  
JOHN W. COUTERET

Tammy K. Couteret 6-14-00  
Borrower Date  
TAMMY K. COUTERET

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date



WHEN RECORDED MAIL TO:

PENNWEST HOME EQUITY SERVICES  
CORPORATION  
141 CHURCH STREET  
HOOVERVILLE, PENNSYLVANIA 15936  
ATTN: QUALITY CONTROL

Loan Number: 00050019  
Servicing Number:

[Space Above This Line For Recording Data]

KAREN L. STARCK  
CLERK AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
200008476  
RECORDED ON  
JUN 16, 2000  
10:23:23 AM  
CORRING FEES - \$13.00  
CORDER  
UNIT IMPROVEMENT \$1.00  
RD  
CORNER  
PROVEMENT FUND \$1.00  
ATE WRIT TAX \$0.50  
TAL \$15.50

## Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to KEY BANK, USA, N.A.,  
8000 MIDLANTIC DRIVE, SUITE 202, MT. LAUREL, NJ 08054

all beneficial interest under that certain Mortgage dated JUNE 14, 2000 executed by  
JOHN W. COUTERET AND TAMMY K. COUTERET

and recorded as Instrument No. 200008475 concurrently herewith on \_\_\_\_\_ in book \_\_\_\_\_,  
page \_\_\_\_\_, of Official Records in the County Recorder's office of CLEARFIELD County,  
PENNSYLVANIA, describing land therein as  
ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COVINGTON, IN THE COUNTY OF  
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: BEING BOUNDED  
AND MORE FULLY DESCRIBED IN A DEED DATED 12/18/95 AND RECORDED 12/18/95, AMONG THE LAND  
RECORDS OF THE COUNTY AND THE STATE SET FORTH ABOVE, IN DEED VOLUME 1725 AND PAGE 144.  
ADDRESS: RR#1 BOX 26, FRENCHVILLE, PA 16836, CLEARFIELD COUNTY TAX MAP OR PARCEL ID  
NO.: 30540

Commonly known as: RR#1 BOX 26 GORMONT DR, FRENCHVILLE, PENNSYLVANIA 16836

Assessor's Parcel #: 30540  
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest,  
and all rights accrued or to accrue under said Mortgage. PENNWEST HOME EQUITY SERVICES CORPORATION, A  
PENNSYLVANIA CORPORATION

By: [Signature] By: \_\_\_\_\_  
Name: DAVID T. BASSETT Name: \_\_\_\_\_  
Title: PRESIDENT Title: \_\_\_\_\_

Attest \_\_\_\_\_ Attest \_\_\_\_\_

STATE OF PENNSYLVANIA

COUNTY OF SOMERSET SS.  
On JUNE 14, 2000 before me,

CHRISTINE BLALOCK  
personally appeared

DAVID T. BASSETT  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature [Signature]  
CHRISTINE BLALOCK

Name (Typed or Printed)  
Notary Public in for said State

Notarial Seal  
Christine Blalock, Notary Public  
Hooversville Boro, Somerset County  
My Commission Expires June 2, 2003  
Member, Pennsylvania Association of Notaries

(This area for Corporate Seal)

(This area for official notarial seal)

I, Elaine Gunders do hereby certify that the correct address of  
the within named lender is KEY BANK USA NA 8000 Midland Dr.  
Suite 202 Mt Laurel NJ 08054  
6-14-00 Elaine Gunders

USMS0181 (03-03-94)

EXHIBIT

B

tabbles

January 24, 2003

SENT CERTIFIED MAIL / RETURN RECEIPT REQUESTED: 7099 3400 0012 4335 2864

**ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)-780-1869)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esa notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

**EXHIBIT**

**C**

tabbles

**JOHN W. COUTERET and TAMMY K. COUTERET,**  
husband and wife

RR 1 Box 26, Gormont Drive, Frenchville, Covington  
Township, Clearfield County, Pennsylvania, 16836

2701405

**Pennwest Home Equity Services Corp.**

Key Bank USA, N.A. / Key Home Equity Services, Inc.

## Mortgage

## Program

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**Application for Mortgage Assistance** - Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer

credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

Agency Action - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT.

(If you have filed bankruptcy you can still apply for emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT(Bring it up to date)**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 26, Gormont Drive, Frenchville, Covington Township, Clearfield County, Pennsylvania, 16836, IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: **September 19, 2002 to January 24, 2003.**

Other charges (explain/itemize):

Monthly Payments (5 months x \$399.83)	\$1,999.15
Per Diem Interest of \$12.73/day (from 1/19/03 to 1/24/03)	\$76.38
Late Charges	\$79.96
Deferred Late Charges	-0-
Escrow Advances	\$141.44
Insurance Payments	-0-
Returned Check Fee	-0-
Tax Payments	-0-
Title Search	\$150.00
Attorney Fees	\$50.00
Other	-0-
<b>TOTAL AMOUNT PAST DUE</b>	<b>\$2,496.93</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,496.93 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to

Key Home Equity Services, Inc.  
2 Gatehall Drive  
Parsippany, NJ 07054

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale, and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five (5) months from the date of**

this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of the Lender: Key Bank USA, N.A.  
Address: 2 Gatehall Drive  
Parsippany, NJ 07054  
Phone Number: (800) 490-8558 x 333  
Fax Number: (973) 402-2781  
Contact Person: Dave Melville

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_\_\_ may or **X** may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

**TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**

**TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).**

**TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**

**TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

**TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:**

*See Attached Exhibit*

**SENT CERTIFIED MAIL / RETURN RECEIPT REQUESTED: 7099 3400 0012 4335 2864**

S: FORECLOS BANKS KEY COUNTERLET ACT NTC.WPD

**CCCS OF LEHIGH VALLEY**

3671 Crescent Court East  
Whitehall, PA 18052-0233

P.O. Box A, Whitehall, PA 18052-0233

Phone: (610) 821-4010

Fax: (610) 821-8932

Housing programs include pre-housing counseling and reverse mortgage counseling. Fees for counseling range from \$0 to \$50; the average is \$14. Monthly DMP is \$5.

Pen Argyl-(S)	Pottsville-(S)
Quakertown-(S)	Reading-(B)
Tamaqua-(S)	Easton-(S)
Jim Thorpe-(S)	Pottstown-(S)
New Hope-(S)	

**CCCS OF NORTHWESTERN PENNSYLVANIA*****Division of Family Services***

5100 Peach Street  
Erie, PA 16509

Phone: (814) 864-0605

Fax: (814) 864-2677

There is no fee for counseling. The fee to start a DMP ranges from \$0 to \$15. Monthly DMP maintenance fees range from \$0 to \$5.

Meadville-(S)

**CCCS OF DELAWARE VALLEY**

1500 Market Street, Suite 1325  
Philadelphia, PA 19102

Phone: (215) 563-5665

Appointments: (800) 989-2227

Fax: (215) 563-7020

This agency charges no fees for budget counseling, debt management, or housing counseling.

Norristown-(B)	Trevose-(B)
West Chester-(B)	

**CCCS OF WESTERN PENNSYLVANIA**

309 Smithfield Street, Suite 2000  
Pittsburgh, PA 15222

Phone: (412) 471-7584

Fax: (412) 471-2633

The agency is HUD-certified and provides pre-purchase and reverse mortgage counseling. It is also an authorized mortgage default counseling agency for Pennsylvania residents under Act 91. There is no counseling fee.

Beaver-(S)	Butler-(S)
Carlisle-(S)	Duncansville-(B)
Greensburg-(B)	Harrisburg-(B)
Johnstown-(S)	Meadville-(S)
New Castle-(S)	Union-(S)
Washington-(S)	York-(B)

**CCCS OF NORTHEASTERN PENNSYLVANIA**

1400 Abington Executive Park, Suite 1  
Morgan Hwy & Country Club Road  
Clarks Summit, PA 18411

Phone: (717) 342-1072

Appointments: (800) 922-9537

Fax: (717) 342-5104

This agency is HUD-certified to provide first-time homebuyer and reverse mortgage counseling. PHFA authorizes mortgage default counseling at the agency to Pennsylvania residents under Act 91. There is no counseling fee. The fee to start a DMP is \$20.

Bloomsburg-(S)	Hazleton-(S)
Honesdale-(S)	Milford-(S)
State College-(S)	Stroudsburg-(S)
Sunbury-(S)	Wilkes-Barre-(B)
Williamsport-(S)	

Altoona, CCCS of Western Pennsylvania, Inc.	(814) 944-8100
Beaver, CCCS of Western Pennsylvania, Inc.	(412) 744-0798
Bloomsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Butler, CCCS of Western Pennsylvania, Inc.	(412) 282-7812
Carlisle, CCCS of Western Pennsylvania, Inc.	(717) 541-1757
Clarks Summit, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Coatesville, CCCS of Central Pennsylvania	(800) 788-5062
Easton, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Erie, CCCS of Northwestern Pennsylvania	(888) 258-0697
Gettysburg, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Greencastle, CCCS of Central Pennsylvania	(800) 788-5062
Greensburg, CCCS of Western Pennsylvania, Inc.	(412) 838-1290
Hanover, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Harrisburg, CCCS of Greater Harrisburg	(717) 541-1757
Hazleton, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Hermitage, CCCS of Warren	(412) 342-6302
Honesdale, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Jenkintown, CCCS of Delaware Valley, Inc.	(214) 563-5665
Jim Thorpe, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Johnstown, CCCS of Western Pennsylvania, Inc.	(814) 539-6335
Lancaster, CCCS of Central Pennsylvania	(800) 788-5062
Lebanon, CCCS of Central Pennsylvania	(717) 397-5182
Meadville, CCCS of Northwestern Pennsylvania	(814) 337-4455
Meadville, CCCS of Western Pennsylvania, Inc.	(814) 333-8570
Media, CCCS of Delaware Valley	(215) 563-5665
Milford, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
New Castle, CCCS of Western Pennsylvania	(412) 652-8074
New Hope, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Norristown, CCCS of Delaware Valley	(215) 563-5665
Pen Argyl, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Philadelphia, CCCS of Delaware Valley	(800) 989-2227
Pittsburgh, Credit Counselors of Pennsylvania	(412) 338-9956
Pittsburgh, CCCS of Western Pennsylvania, Inc.	(888) 511-2227
Pottstown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Pottsville, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Quakertown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Reading, CCCS of Lehigh Valley, Inc.	(800) 220-2733
State College, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Stroudsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Sunbury, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Tamaqua, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Trevoze, CCCS of Delaware Valley	(215) 563-5665
Uniontown, CCCS of Western Pennsylvania, Inc.	(412) 439-8939
Washington, CCCS of Western Pennsylvania, Inc.	(412) 222-8292
West Chester, CCCS of Delaware Valley	(215) 563-5665
Whitehall, CCCS of Lehigh Valley, Inc.	(888) 712-1722
Wilkes Barre, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Williamsport, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
York, CCCS of York	(717) 846-4176



January 24, 2003

SENT CERTIFIED MAIL / RETURN RECEIPT REQUESTED: 7099 3400 0012 4335 2857

**ACT 91 NOTICE  
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YOUR HOME FROM  
FORECLOSURE**

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The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)-780-1869)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esa notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S)		JOHN W. COUTERET and TAMMY K. COUTERET, husband and wife		
PROPERTY ADDRESS:		RR 1 Box 26, Gormont Drive, Frenchville, Covington Township, Clearfield County, Pennsylvania, 16836		
LOAN ACCT. NO.:		2701405		
ORIGINAL LENDER:		Pennwest Home Equity Services Corp.		
CURRENT LENDER/SERVICER:		Key Bank USA, N.A. / Key Home Equity Services, Inc.		
Homeowner's	Emergency	Mortgage	Assistance	Program

You may be eligible for financial assistance which can save your home from foreclosure and help you make future mortgage payments

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL;

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, and

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Temporary Stay of Foreclosure - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

Consumer Credit Counseling Agencies - If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

Application for Mortgage Assistance - Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer

credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

Agency Action - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT.

(If you have filed bankruptcy you can still apply for emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT(Bring it up to date)**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 26, Gormont Drive, Frenchville, Covington Township, Clearfield County, Pennsylvania, 16836, IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: **September 19, 2002 to January 24, 2003.**

Other charges (explain/itemize):

Monthly Payments (5 months x \$399.83)	\$1,999.15
Per Diem Interest of \$12.73/day (from 1/19/03 to 1/24/03)	\$76.38
Late Charges	\$79.96
Deferred Late Charges	-0-
Escrow Advances	\$141.44
Insurance Payments	-0-
Returned Check Fee	-0-
Tax Payments	-0-
Title Search	\$150.00
Attorney Fees	\$50.00
Other	-0-
<b>TOTAL AMOUNT PAST DUE</b>	<b>\$2,496.93</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,496.93 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to

Key Home Equity Services, Inc.  
2 Gatehall Drive  
Parsippany, NJ 07054

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

N/A

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale, and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately five (5) months from the date of**

this Notice. A Notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of the Lender: Key Bank USA, N.A.  
Address: 2 Gatehall Drive  
Parsippany, NJ 07054  
Phone Number: (800) 490-8558 x 333  
Fax Number: (973) 402-2781  
Contact Person: Dave Melville

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

**TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**

**TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).**

**TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**

**TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

**TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:**

*See Attached Exhibit*

**SENT CERTIFIED MAIL / RETURN RECEIPT REQUESTED: 7099 3400 0012 4335 2857**

S:\FORECLOS\BANKS\KEY\COUTIER\REF\ACT NTC.WPD

**CCCS OF LEHIGH VALLEY**

3671 Crescent Court East  
Whitehall, PA 18052-0233

P.O. Box A, Whitehall, PA 18052-0233

Phone: (610) 821-4010

Fax: (610) 821-8932

Housing programs include pre-housing counseling and reverse mortgage counseling. Fees for counseling range from \$0 to \$50; the average is \$14. Monthly DMP is \$5.

Pen Argyl-(S)	Pottsville-(S)
Quakertown-(S)	Reading-(B)
Tamaqua-(S)	Easton-(S)
Jim Thorpe-(S)	Pottstown-(S)
New Hope-(S)	

**CCCS OF NORTHWESTERN PENNSYLVANIA**

*Division of Family Services*

5100 Peach Street  
Erie, PA 16509

Phone: (814) 864-0605

Fax: (814) 864-2677

There is no fee for counseling. The fee to start a DMP ranges from \$0 to \$15. Monthly DMP maintenance fees range from \$0 to \$5.

Meadville-(S)

**CCCS OF DELAWARE VALLEY**

1500 Market Street, Suite 1325  
Philadelphia, PA 19102

Phone: (215) 563-5665

Appointments: (800) 989-2227

Fax: (215) 563-7020

This agency charges no fees for budget counseling, debt management, or housing counseling.

Norristown-(B)	Trevose-(B)
West Chester-(B)	

**CCCS OF WESTERN PENNSYLVANIA**

309 Smithfield Street, Suite 2000  
Pittsburgh, PA 15222

Phone: (412) 471-7584

Fax: (412) 471-2633

The agency is HUD-certified and provides pre-purchase and reverse mortgage counseling. It is also an authorized mortgage default counseling agency for Pennsylvania residents under Act 91. There is no counseling fee.

Beaver-(S)	Butler-(S)
Carlisle-(S)	Duncansville-(B)
Greensburg-(B)	Harrisburg-(B)
Johnstown-(S)	Meadville-(S)
New Castle-(S)	Union-(S)
Washington-(S)	York-(B)

**CCCS OF NORTHEASTERN PENNSYLVANIA**

1400 Abington Executive Park, Suite 1  
Morgan Hwy & Country Club Road  
Clarks Summit, PA 18411

Phone: (717) 342-1072

Appointments: (800) 922-9537

Fax: (717) 342-5104

This agency is HUD-certified to provide first-time homebuyer and reverse mortgage counseling. PHFA authorizes mortgage default counseling at the agency to Pennsylvania residents under Act 91. There is no counseling fee. The fee to start a DMP is \$20.

Bloomsburg-(S)	Hazleton-(S)
Honesdale-(S)	Milford-(S)
State College-(S)	Stroudsburg-(S)
Sunbury-(S)	Wilkes-Barre-(B)
Williamsport-(S)	

Altoona, CCCS of Western Pennsylvania, Inc.	(814) 944-8100
Beaver, CCCS of Western Pennsylvania, Inc.	(412) 744-0798
Bloomsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Butler, CCCS of Western Pennsylvania, Inc.	(412) 282-7812
Carlisle, CCCS of Western Pennsylvania, Inc.	(717) 541-1757
Clarks Summit, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Coatesville, CCCS of Central Pennsylvania	(800) 788-5062
Easton, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Erie, CCCS of Northwestern Pennsylvania	(888) 258-0697
Gettysburg, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Greencastle, CCCS of Central Pennsylvania	(800) 788-5062
Greensburg, CCCS of Western Pennsylvania, Inc.	(412) 838-1290
Hanover, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Harrisburg, CCCS of Greater Harrisburg	(717) 541-1757
Hazleton, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Hermitage, CCCS of Warren	(412) 342-6302
Honesdale, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Jenkintown, CCCS of Delaware Valley, Inc.	(214) 563-5665
Jim Thorpe, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Johnstown, CCCS of Western Pennsylvania, Inc.	(814) 539-6335
Lancaster, CCCS of Central Pennsylvania	(800) 788-5062
Lebanon, CCCS of Central Pennsylvania	(717) 397-5182
Meadville, CCCS of Northwestern Pennsylvania	(814) 337-4455
Meadville, CCCS of Western Pennsylvania, Inc.	(814) 333-8570
Media, CCCS of Delaware Valley	(215) 563-5665
Milford, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
New Castle, CCCS of Western Pennsylvania	(412) 652-8074
New Hope, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Norristown, CCCS of Delaware Valley	(215) 563-5665
Pen Argyl, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Philadelphia, CCCS of Delaware Valley	(800) 989-2227
Pittsburgh, Credit Counselors of Pennsylvania	(412) 338-9956
Pittsburgh, CCCS of Western Pennsylvania, Inc.	(888) 511-2227
Pottstown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Pottsville, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Quakertown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Reading, CCCS of Lehigh Valley, Inc.	(800) 220-2733
State College, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Stroudsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Sunbury, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Tamaqua, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Trevoze, CCCS of Delaware Valley	(215) 563-5665
Uniontown, CCCS of Western Pennsylvania, Inc.	(412) 439-8939
Washington, CCCS of Western Pennsylvania, Inc.	(412) 222-8292
West Chester, CCCS of Delaware Valley	(215) 563-5665
Whitehall, CCCS of Lehigh Valley, Inc.	(888) 712-1722
Wilkes Barre, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Williamsport, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
York, CCCS of York	(717) 846-4176

January 24, 2003

SENT REGULAR MAIL / POSTAGE PREPAID / CERTIFICATE OF MAILING ATTACHED

**ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)-780-1869)

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HOMEOWNER'S NAME(S)	JOHN W. COUTERET and TAMMY K. COUTERET, husband and wife
PROPERTY ADDRESS:	RR 1 Box 26, Gormont Drive, Frenchville, Covington Township, Clearfield County, Pennsylvania, 16836
LOAN ACCT. NO.:	2701405
ORIGINAL LENDER:	Pennwest Home Equity Services Corp.
CURRENT LENDER/SERVICER:	Key Bank USA, N.A. / Key Home Equity Services, Inc.
Homeowner's	Emergency Mortgage Assistance Program

You may be eligible for financial assistance which can save your home  
from foreclosure and help you make future mortgage payments

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL;**

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**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

Temporary Stay of Foreclosure - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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(If you have filed bankruptcy you can still apply for emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT(Bring it up to date)**

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Other charges (explain/itemize):

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Attorney Fees	\$50.00
Other	-0-
<b>TOTAL AMOUNT PAST DUE</b>	<b>\$2,496.93</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,496.93 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to

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**TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**

**TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**

**TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:**

*See Attached Exhibit*

**SENT REGULAR MAIL / POSTAGE PREPAID / CERTIFICATE OF MAILING ATTACHED**

SAFORECLOSIBANKSKEY/COUTERET/ACT\_NTC.WPD

**CCCS OF LEHIGH VALLEY**

3671 Crescent Court East  
Whitehall, PA 18052-0233

P.O. Box A, Whitehall, PA 18052-0233

Phone: (610) 821-4010

Fax: (610) 821-8932

Housing programs include pre-housing counseling and reverse mortgage counseling. Fees for counseling range from \$0 to \$50; the average is \$14. Monthly DMP is \$5.

Pen Argyl-(S)	Pottsville-(S)
Quakertown-(S)	Reading-(B)
Tamaqua-(S)	Easton-(S)
Jim Thorpe-(S)	Pottstown-(S)
New Hope-(S)	

**CCCS OF NORTHWESTERN PENNSYLVANIA*****Division of Family Services***

5100 Peach Street  
Erie, PA 16509

Phone: (814) 864-0605

Fax: (814) 864-2677

There is no fee for counseling. The fee to start a DMP ranges from \$0 to \$15. Monthly DMP maintenance fees range from \$0 to \$5.

Meadville-(S)

**CCCS OF DELAWARE VALLEY**

1500 Market Street, Suite 1325  
Philadelphia, PA 19102

Phone: (215) 563-5665

Appointments: (800) 989-2227

Fax: (215) 563-7020

This agency charges no fees for budget counseling, debt management, or housing counseling.

Norristown-(B)	Trevose-(B)
West Chester-(B)	

**CCCS OF WESTERN PENNSYLVANIA**

309 Smithfield Street, Suite 2000  
Pittsburgh, PA 15222

Phone: (412) 471-7584

Fax: (412) 471-2633

The agency is HUD-certified and provides pre-purchase and reverse mortgage counseling. It is also an authorized mortgage default counseling agency for Pennsylvania residents under Act 91. There is no counseling fee.

Beaver-(S)	Butler-(S)
Carlisle-(S)	Duncansville-(B)
Greensburg-(B)	Harrisburg-(B)
Johnstown-(S)	Meadville-(S)
New Castle-(S)	Union-(S)
Washington-(S)	York-(B)

**CCCS OF NORTHEASTERN PENNSYLVANIA**

1400 Abington Executive Park, Suite 1  
Morgan Hwy & Country Club Road  
Clarks Summit, PA 18411

Phone: (717) 342-1072

Appointments: (800) 922-9537

Fax: (717) 342-5104

This agency is HUD-certified to provide first-time homebuyer and reverse mortgage counseling. PHFA authorizes mortgage default counseling at the agency to Pennsylvania residents under Act 91. There is no counseling fee. The fee to start a DMP is \$20.

Bloomsburg-(S)	Hazleton-(S)
Honesdale-(S)	Milford-(S)
State College-(S)	Stroudsburg-(S)
Sunbury-(S)	Wilkes-Barre-(B)
Williamsport-(S)	

Altoona, CCCS of Western Pennsylvania, Inc.	(814) 944-8100
Beaver, CCCS of Western Pennsylvania, Inc.	(412) 744-0798
Bloomsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Butler, CCCS of Western Pennsylvania, Inc.	(412) 282-7812
Carlisle, CCCS of Western Pennsylvania, Inc.	(717) 541-1757
Clarks Summit, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Coatesville, CCCS of Central Pennsylvania	(800) 788-5062
Easton, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Erie, CCCS of Northwestern Pennsylvania	(888) 258-0697
Gettysburg, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Greencastle, CCCS of Central Pennsylvania	(800) 788-5062
Greensburg, CCCS of Western Pennsylvania, Inc.	(412) 838-1290
Hanover, CCCS of Western Pennsylvania, Inc.	(717) 846-4176
Harrisburg, CCCS of Greater Harrisburg	(717) 541-1757
Hazleton, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Hermitage, CCCS of Warren	(412) 342-6302
Honesdale, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Jenkintown, CCCS of Delaware Valley, Inc.	(214) 563-5665
Jim Thorpe, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Johnstown, CCCS of Western Pennsylvania, Inc.	(814) 539-6335
Lancaster, CCCS of Central Pennsylvania	(800) 788-5062
Lebanon, CCCS of Central Pennsylvania	(717) 397-5182
Meadville, CCCS of Northwestern Pennsylvania	(814) 337-4455
Meadville, CCCS of Western Pennsylvania, Inc.	(814) 333-8570
Media, CCCS of Delaware Valley	(215) 563-5665
Milford, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
New Castle, CCCS of Western Pennsylvania	(412) 652-8074
New Hope, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Norristown, CCCS of Delaware Valley	(215) 563-5665
Pen Argyl, CCCS of Lehigh Valley, Inc.	(610) 821-4010
Philadelphia, CCCS of Delaware Valley	(800) 989-2227
Pittsburgh, Credit Counselors of Pennsylvania	(412) 338-9956
Pittsburgh, CCCS of Western Pennsylvania, Inc.	(888) 511-2227
Pottstown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Pottsville, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Quakertown, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Reading, CCCS of Lehigh Valley, Inc.	(800) 220-2733
State College, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Stroudsburg, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Sunbury, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Tamaqua, CCCS of Lehigh Valley, Inc.	(800) 220-2733
Trevoze, CCCS of Delaware Valley	(215) 563-5665
Uniontown, CCCS of Western Pennsylvania, Inc.	(412) 439-8939
Washington, CCCS of Western Pennsylvania, Inc.	(412) 222-8292
West Chester, CCCS of Delaware Valley	(215) 563-5665
Whitehall, CCCS of Lehigh Valley, Inc.	(888) 712-1722
Wilkes Barre, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
Williamsport, CCCS of Northeastern Pennsylvania, Inc.	(800) 922-9537
York, CCCS of York	(717) 846-4176

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0012 4335 2857

Article Sent To: John W. Couteret

Postage \$ .60

Certified Fee 2.30

Return Receipt Fee (Endorsement Required) 1.75

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 4.65

Name (Please Print Clearly) (to be completed by mailer)  
John W. Couteret  
Street, Apt. No., or PO Box No. RR1 Box 26 Gormont Dr.  
City, State, ZIP+4 Frenchville, PA 16836

PS Form 3800, July 1999 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:  <u>John W. Couteret</u>  <u>RR1 Box 26</u>  <u>Gormont Dr.</u>  <u>Frenchville, PA 16836</u></p> <p>2. Article Number  (Transfer from service label) <u>7099 3400 0012 4335 2857</u></p>	<p>A. Signature  <u>X John Couteret</u> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>John Couteret</u> C. Date of Delivery <u>1-27-03</u></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If YES, enter delivery address below:  <u>925 Gormont Dr</u>  <u>Frenchville PA 16836</u></p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
<p>Received From:  <b>WIESMETH &amp; HARDY</b>  <b>ATTORNEYS AT LAW, P.C.</b>  <b>919 Main Street</b>  <b>Stroudsburg, PA 18360</b></p>	<p><b>STROUDSBURG</b>  <b>PA 18360</b></p> <p><b>\$0.900 \$0.900 \$0.900</b>  <b>\$0.900</b>  <b>JAN 24 03 3826633</b></p>
<p>One piece of ordinary mail addressed to:  <u>John W. Couteret</u>  <u>RR1 Box 26, Gormont Dr.</u>  <u>Frenchville, PA 16836</u></p>	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

U.S. POSTAGE

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: Lammy K. Couerret

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>

Postmark: 2003 JAN 27

Name (Please Print Clearly) (to be completed by mailer)  
RR1 Box 26 Garmont Dr.  
Frenchville PA 16836

PS Form 3800, July 1999 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lammy K. Couerret  
RR1 Box 26  
Garmont Dr.  
Frenchville, PA 16836

2. Article (M)

PS F

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: X John Couerret ☒ Agent ☐ Addressee

B. Received by (Printed Name): John Couerret C. Date of Delivery: 1-27-03

D. Is delivery address different from item 1? ☒ Yes ☐ No  
 If YES, enter delivery address below:  
925 Garmont Dr  
Frenchville PA 16836

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

102595-02-M-1540

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**

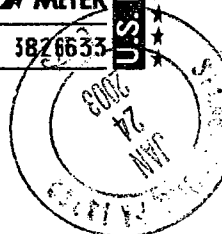
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: WESMETH & HARDY  
ATTORNEYS AT LAW, P.C.  
919 Main Street  
Stroudsburg, PA 18360

One piece of ordinary mail addressed to:  
Lammy K. Couerret  
RR1 Box 26, Garmont Dr.  
Frenchville, PA 16836

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.


**STROUDSBURG**  
**PA 18360**  
**\$0.900 \$0.900 \$0.900**  
**\$0.900**  
**METER**  
**3826633**





**VERIFICATION**

I, Joseph S. Wiesmeth, Esquire, Attorney for Plaintiff, Key Bank USA, N.A., hereby swear and affirm that the facts set forth in the within Complaint are true and correct to the best of my knowledge, information and belief, based upon the information given to me by the aforesaid party client. I make this Verification under and subject to the penalties of 18 Pa.C.S.A., Section 4904, relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire

FILED

2cc Shf

m/11/4/02/84  
JUN 09 2003  
Attg pd. 85.00

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

KEY BANK USA

VS.

COUTERET, JOHN W. & TAMMY K.

Sheriff Docket #

14170

03-845-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JUNE 13, 2003 AT 9:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY K. COUTERET, DEFENDANT AT RESIDENCE, RR 1, BOX 26, 925 GORMONT DRIVE, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN COUTERET, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: RYEN

NOW JUNE 13, 2003 AT 9:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. COUTERET, DEFENDANT AT RESIDENCE, RR 1, BOX 26, 925 GORMONT DRIVE, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN W. COUTERET A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: RYEN

**Return Costs**

Cost	Description
35.52	SHERIFF HAWKINS PAID BY: ATTY CK# 6019
20.00	SURCHARGE PAID BY: ATTY CK# 6021

Sworn to Before Me This

27 Day Of June 2003

*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
*My Marilyn Harris*

Chester A. Hawkins  
Sheriff

**FILED**

P 0 2:02 BP

JUN 27 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20014  
NO: 03-845-CD

PLAINTIFF: KEY BANK USA, N.A.

vs.

DEFENDANT: JOHN W. COUTERET AND TAMMY K. COUTERET, HUSBAND AND WIFE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/20/2004

LEVY TAKEN 12/15/2004 @ 1:30 PM

POSTED 12/15/2004 @ 1:30 PM

SALE HELD 03/04/2005

SOLD TO WIESMETH & HARDY

SOLD FOR AMOUNT \$1,500.00 PLUS COSTS

WRIT RETURNED 04/20/2005

DATE DEED FILED 04/20/2005

PROPERTY ADDRESS RR #1, BOX 26, 925 GORMONT DRIVE FRENCHVILLE , PA 16836

**FILED**  
sh 0124367  
APR 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

12/15/2004 @ 1:48 PM SERVED JOHN W. COUTERET

SERVED JOHN W. COUTERET, DEFENDANT, AT HIS RESIDENCE 174 CLARKS LAKE ROAD, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN W. COUTERET

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

12/15/2004 @ 1:48 PM SERVED TAMMY K. COUTERET

SERVED TAMMY K. COUTERET, DEFENDANT, AT HER RESIDENCE 174 CLARKS ROAD, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY K. COUTERET

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20014  
NO: 03-845-CD

PLAINTIFF: KEY BANK USA, N.A.

vs.

DEFENDANT: JOHN W. COUTERET AND TAMMY K. COUTERET, HUSBAND AND WIFE

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$253.44

SURCHARGE \$40.00 PAID BY ATTORNEY



\$293.44

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

Chester A. Hawkins  
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA

COPY

KEY BANK USA, N.A.

Plaintiff

v.

JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,

Defendants

: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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WRIT OF EXECUTION

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above captioned matter you are directed to levy upon and sell the following described property:

**ALL THAT CERTAIN** piece or parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at a point at the common corner of lands now or formerly of Mary E. Cole and lands now or formerly of William I. Smith and Marion E. Smith, both the aforesaid lands being situate in Lot C of the revised plans of Emery Gormont and being on the eastern side of Gormont Drive, with said point being the southwestern corner of the lot herein conveyed; thence along Gormont Drive North 6° 55' East One Hundred Five feet (105') to a point which is a common corner of Lots B and C of the aforesaid Gormont plan; thence along the common boundary of aforesaid Lots B and C South 83° 32' East Two Hundred Ten feet (210') to a point; thence still along remaining lands now or formerly of William I. Smith and Marion E. Smith South 6° 55' West One Hundred Five feet (105') to a point in the common line and lands now or formerly of William I. Smith and Marion E. Smith and Mary E. Cole; thence along lands now or formerly of Mary E. Cole North 83° 32' West Two Hundred Ten feet (210') to a point on eastern side of Gormont Drive and place of beginning. Containing approximately 0.5025 acres.

**BEING THE SAME** premises granted and conveyed unto John W. Couteret, single, by deed of Edward K. Bradford and Marcella A. Bradford, husband and wife, dated and recorded December 18, 1995 in the Clearfield County Recorder's Office in Deed Book Volume 1725, Page 144.

IMPROVED LOT  
ASSESSED VALUE: 4,825

TAX PARCEL #: 111-R05-106

The amounts due and owing are:

Principal balance:	\$37,311.30
Interest from 8/19/02 through 5/23/03	\$3,563.79
Attorneys fees 10%	\$4,305.29
Late Charges	\$299.17
Costs of Suit to date	\$250.00
Title Search	\$150.00
Escrow Deficit	\$1,179.31
Returned Check Fee	-0-
Suspense Balance Refund	(\$300.68)
Delinquent Real Estate Taxes	\$600.00
Per Diem interest of \$12.73 from 5/23/03	accruing
Total	\$47,358.18, plus accruals
	125.00 Prothonotary costs

Date: 9/20/04

William L. Hays  
Prothonotary

Received September 29, 2004 @ 2:30 P.M.  
Chester A. Hawkins  
By Cynthia Butler-DeGheraugh

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN W. COUTERET

NO. 03-845-CD

NOW, April 19, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 04, 2005, I exposed the within described real estate of John W. Couteret And Tammy K. Couteret, Husband And Wife to public venue or outcry at which time and place I sold the same to WIESMETH & HARDY as the highest bidder, for the sum of \$1,500.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION	30.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1,500.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$253.44</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

DEBT-AMOUNT DUE	37,311.30
INTEREST @ 12.7300 %	8,287.23
FROM 05/23/2003 TO 03/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	299.17
COST OF SUIT-TO BE ADDED	250.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	4,305.29
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	1,179.31
PROPERTY INSPECTIONS	
INTEREST	3,563.79
MISCELLANEOUS	150.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$55,386.09</b>

**COSTS:**

ADVERTISING	373.90
TAXES - COLLECTOR	95.04
TAXES - TAX CLAIM	1,612.41
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	253.44
LEGAL JOURNAL COSTS	187.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,820.79</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA

KEY BANK USA, N.A.

Plaintiff

v.

JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,

Defendants

: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
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NOTICE

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE-CAPTIONED MATTER HAS  
BEEN ENTERED AGAINST YOU.

Dated: 7/3/03

*William A. Shaw*

PROTHONOTARY

If you have any questions concerning the above, please contact:

Joseph S. Wiesmeth, Esquire  
Wiesmeth & Hardy Attorneys at Law, P.C.  
919 Main Street  
Stroudsburg, PA 18360  
(570) 424-2848

**FILED**

JUL 31 2003

M15:101 atty W Wiesmeth, pd 20.00

William A. Shaw not. to O.J.S.  
Prothonotary Stat. to atty.

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

**TO THE PROTHONOTARY:**

Kindly enter judgment against Defendants, John W. Couteret and Tammy K. Couteret, in the above-captioned matter.

The attached Notices of Default Judgment was sent to Defendants on July 9, 2003. Affidavits of Service is attached hereto.

The last known address of Defendants is as follows:

RR 1, Box 26  
Gormont Drive  
Frenchville, PA 16836

The last known address of Plaintiff is as follows:


2 Gatehall Drive  
Parsippany, New Jersey 07054

WHEREFORE, Plaintiff demands judgment in rem against Defendants and the Premises in the sum of \$47,358.18, plus interest at the rate of \$12.73 per day from May 23, 2003, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY  
ATTORNEYS AT LAW, P.C.

By: \_\_\_\_\_

  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff  
919 Main Street  
Stroudsburg, PA 18360  
I.D. # 49796

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**


**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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**AFFIDAVIT OF NON-MILITARY SERVICE**

Before me, the undersigned authority, personally appeared Joseph S. Wiesmeth, Esquire, who being duly sworn according to law, deposes and says that he is the attorney of record for the within Plaintiff; that as such he is duly authorized to make this Affidavit on its behalf; and that to the best of his knowledge, information and belief, the within Defendants, John W. Couteret and Tammy K. Couteret, are not in the military service of the United States of America.

  
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me this  
28th day of July, 2003.

  
\_\_\_\_\_  
Notary Public

Stacey A. Lecca, Notary Public  
Stroudsburg Boro, Monroe County  
My Commission Expires July 11, 2005  
Member, Pennsylvania Association of Notaries

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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**IMPORTANT NOTICE**

**To: John W. Couteret  
RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375**

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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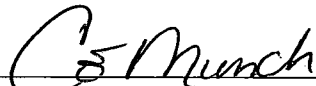
**AFFIDAVIT OF SERVICE**

I, Christine E. Munch, hereby certify that, pursuant to Court of Common Pleas of the 43rd Judicial District of Monroe County, Commonwealth of Pennsylvania, Rules of Civil Procedure and/or Pa.R.C.P. 440, that of even date herewith, I sent a true and correct copy of the following document(s) to the individual(s) and in the manner stated below: If service was made certified mail, return receipt requested, proof of service is attached hereto.

Document(s) : 10 Day Notice for Default Judgment  
Manner of Service : First Class Mail, Postage Prepaid  
Individual(s) Served : John W. Couteret  
Place of Service : RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836

This affidavit is made subject to the penalties of 18 Pa.C.S. Section 5905 relating to unsworn falsifications to authorities.

Date: 7/9/03

  
Christine E. Munch, Legal Secretary

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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**IMPORTANT NOTICE**

**To: Tammy K. Couteret  
RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836**

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**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and**

**TAMMY K. COUTERET, husband and wife,**

**Defendants**

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**NO. 03-845-CD**

**IN MORTGAGE FORECLOSURE**


**AFFIDAVIT OF SERVICE**

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Document(s) : 10 Day Notice for Default Judgment  
Manner of Service : First Class Mail, Postage Prepaid  
Individual(s) Served : Tammy K. Couteret  
Place of Service : RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836

This affidavit is made subject to the penalties of 18 Pa.C.S. Section 5905 relating to unsworn falsifications to authorities.

Date: 7/9/03

  
Christine E. Munch, Legal Secretary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Key Bank USA, N.A.  
Plaintiff(s)

No.: 2003-00845-CD

Real Debt: \$47,358.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John W. Couteret and  
Tammy K. Couteret, husband  
and wife,  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 31, 2003

Expires: July 31, 2008

Certified from the record this 31st of July, 2003

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
: IN MORTGAGE FORECLOSURE  
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**PRAECIPE TO WITHDRAW JUDGEMENT**


TO THE PROTHONOTARY:

Kindly withdraw the default judgement entered in this matter on July 31, 2003 due to the Defendant filing bankruptcy on July 30, 2003. Due to the automatic stay, the judgement is a legal nullity and should be removed from the record.

Very truly yours,

WIESMETH & HARDY  
ATTORNEYS AT LAW, P.C.

By: \_\_\_\_\_

  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff  
919 Main Street  
Stroudsburg, PA 18360  
I.D. # 49796

**FILED**

**MAY 06 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
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**AFFIDAVIT OF SERVICE**

I, Christine E. Munch, hereby certify that, pursuant to Court of Common Pleas of the 43rd Judicial District of Monroe County, Commonwealth of Pennsylvania, Rules of Civil Procedure and/or Pa.R.C.P. 440, that of even date herewith, I sent a true and correct copy of the following document(s) to the individual(s) and in the manner stated below: If service was made certified mail, return receipt requested, proof of service is attached hereto.

Document(s)	:	Praecepe to Withdraw Judgment
Manner of Service	:	First Class Mail, Postage Prepaid
Individual(s) Served	:	John W. Couteret and Tammy K. Couteret
Place of Service	:	RR 1 Box 26 Gormont Drive Frenchville, PA 16836

This affidavit is made subject to the penalties of 18 Pa.C.S. Section 5905 relating to unsworn falsifications to authorities.

Date: 5/3/04

  
Christine E. Munch, Legal Secretary

LAW OFFICES OF GREGORY JAVARDIAN  
BY: MARY F. KENNEDY, ESQUIRE  
ID# 77149  
1310 INDUSTRIAL BLVD.  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Champion Mortgage for Key Bank

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

John W. Couteret  
Tammy K. Couteret  
Debtor(s)

Chapter 7 Proceeding

03-29567 BM

Related Document No. 10 and 17

Champion Mortgage for Key Bank  
Movant

v.

John W. Couteret  
Tammy K. Couteret  
Respondent

**AFFIDAVIT OF DEFAULT**

Mary F. Kennedy, of full age being duly sworn according to law upon his oath  
deposes and says:

I am a Counsel for Movant, Champion Mortgage for Key Bank, assigned  
to this matter and have sufficient knowledge to make this Certification on  
it behalf.

2. On November 3, 2003 a hearing was held before Judge Markovitz with  
regard to a Motion for Relief filed by Movant.
3. On that date the Judge Markovitz Ordered the Debtor to continue making  
regular payments to Champion Mortgage for Key Bank every thirty (30)  
days until the plan's confirmation. Confirmation was scheduled for  
February 25, 2004. The case was than converted back to a chapter 7 on  
February 25, 2004. See Exhibit "A" attached hereto and made a part  
hereof.

4. Champion Mortgage for Key Bank has not received the December 19, 2003 through February 19, 2004 monthly payments of \$399.83 each (monthly late charges are \$19.99 each). The current arrears amount is \$1,259.46. A notice of the default was sent to the Debtors' and their counsel on February 24, 2004. See Exhibit "B" attached hereto and made a part hereof.

WHEREFORE Champion Mortgage for Key Bank respectfully requests that this Court grant Movant relief from stay. In the alternative Champion Mortgage for Key Bank respectfully requests that the Court schedule this matter for a hearing.

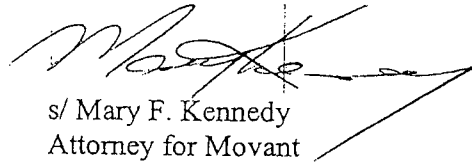
  
s/ Mary F. Kennedy  
Attorney for Movant

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

John W + Tammy  
Couterot

Bankruptcy No. 03-29567 BM

Doc. # 10

Debtor(s)

Chapter 7

FILED

NOV 7 2003

ORDER OF COURT

AND NOW this 20<sup>th</sup> day of November, 2003, after notice and  
hearing on the above-captioned matter, it is hereby ORDERED, ADJUDGED and

DECREED as follows:

DEBTOR'S CASE IS HEREBY CONVERTED TO  
A CHAPTER 13 BANKRUPTCY CASE. SAID  
CONVERSION IS CONDITIONED UPON DEBTORS  
MAKING A MORTGAGE PAYMENT DIRECTLY TO  
MOVANT'S ATTORNEY WITHIN 20 DAYS OF  
TODAY'S DATE. DEBTORS WILL CONTINUE MAKING  
REGULAR PAYMENTS EVERY 30 DAYS THEREAFTER,  
UNTIL THE PLAN'S CONFIRMATION. <sup>on further Court Order</sup> FAILURE TO  
MAKE THE PROMISED PAYMENTS SHALL RESULT  
IN RELIEF FROM STAY BEING GRANTED, UPON A  
13 AFFIDAVIT OF DEFAULT, FILED WITHIN 10 DAYS  
AFTER NOTICE OF DEFAULT. UPON DEFAULT DEBTORS  
CASE MAY ~~NOT~~ BE CONVERTED TO A CHAPTER 7.

  
BERNARD MARKOVITZ  
U.S. Bankruptcy Judge

cc: John W. Couterot and  
Tammy K. Couterot  
John R. Lhola, Esq.  
Office of the U.S. Trustee

Thomas Delach, Esq.  
Lisa M. Swope, Esq.  
Ronda J. Winnecour, Esq.

EXHIBIT B



THE LAW  
*Offices of*

1310 Industrial Blvd.  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690  
Fax: (215) 942-9695

February 24, 2004

John R. Lhota, Esquire  
110 North Second Street  
Clearfield, PA 16830

Thomas J. Dausch, Esquire  
23 Brilliant Avenue  
Suite 203  
Pittsburgh, PA 15215-3135

RE: John W. Couteret Tammy K. Couteret  
Chapter 13, Bky.No. 03-29567 JKF  
Champion Mortgage for Key Bank's Notice of Default

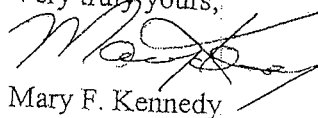
Dear Mr Lhota and Mr. Dausch:

The enclosed Order entered November 6, 2004 requires the Debtors to continue making regular payments to Champion Mortgage for Key Bank every thirty (30) days until the plan's confirmation. Confirmation is scheduled for February 25, 2004. As of the date of this letter Champion Mortgage for Key Bank has not received the December 19, 2003 through February 19, 2004 monthly payments of \$399.83 each (monthly late charges are \$19.99 each). Therefore, the debtor is currently in default of the Court's Order. The amount needed to cure the default is \$1,259.46.

In accordance with said Order, this shall serve as ten (10) days written notice of default. If the default is not cured within ten (10) days of the date of this letter, then my client may file an affidavit default to the Court and request and order granting relief from the stay.

If you should have any questions, please contact my office.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Mary F. Kennedy', with a stylized flourish at the end.

Mary F. Kennedy

GF:mtk

encl.

Jill Hursh (Loan #2701405)

John Couteret

Timmy K. Couteret

FILED

NO  
cc

MAY 13 5:35 PM  
MAY 06 2004

May pd. 7.00

William A. Shaw  
Prothonotary/Clerk of Courts



LAW OFFICES OF GREGORY JAVARDIAN  
BY: MARY F. KENNEDY, ESQUIRE  
ID# 77149  
1310 INDUSTRIAL BLVD.  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Champion Mortgage for Key Bank

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

John W. Couteret  
Tammy K. Couteret  
Debtor(s)

Champion Mortgage for Key Bank  
Movant

v.

John W. Couteret  
Tammy K. Couteret  
Respondent

Chapter 7 Proceeding

03-29567 BM

Related Document No. 10 and 17

CERTIFICATION OF SERVICE

MARY F. KENNEDY, counsel for Champion Mortgage for Key Bank, hereby  
certifies that a copy of the foregoing Affidavit of Default was served upon the following persons  
by regular first-class mail, postage prepaid, on this 16<sup>th</sup> day of March, 2004:

John R. Lhota, Esquire  
110 North Second Street  
Clearfield, PA 16830  
Attorney for Debtor(s)

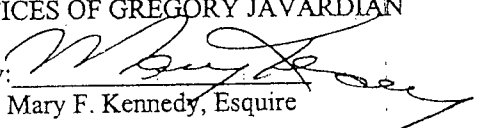
Rhonda J. Winnecoure  
Suite 3250, USX Tower  
600 Grant Street  
Pittsburgh, PA 15219  
Trustee

John W. Couteret  
Tammy K. Couteret  
Box 925, Gormont Drive  
Frechville, PA 16836  
Debtor(s)

Thomas J. Dausch, Esquire  
23 Brilliant Avenue  
Suite 203  
Pittsburgh, PA 15215-3135

LAW OFFICES OF GREGORY JAVARDIAN

By:

  
Mary F. Kennedy, Esquire

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

**TO THE PROTHONOTARY:**

Kindly enter judgment against Defendants, John W. Couteret and Tammy K. Couteret, in the above-captioned matter.

The attached Notices of Default Judgment was sent to Defendants on July 9, 2003.  
Affidavits of Service is attached hereto.

The last known address of Defendants is as follows:

RR 1, Box 26  
Gormont Drive  
Frenchville, PA 16836

The last known address of Plaintiff is as follows:

2 Gatehall Drive  
Parsippany, New Jersey 07054

**FILED**

**MAY 06 2004**


William A. Shaw  
Prothonotary/Clerk of Courts

WHEREFORE, Plaintiff demands judgment in rem against Defendants and the Premises in the sum of \$47,358.18, plus interest at the rate of \$12.73 per day from May 23, 2003, together with other costs and sums recoverable under the mortgage and for the foreclosure and judicial sale of the Premises.

Respectfully submitted,

WIESMETH & HARDY  
ATTORNEYS AT LAW, P.C.

By:


  
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff  
919 Main Street  
Stroudsburg, PA 18360  
I.D. # 49796

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

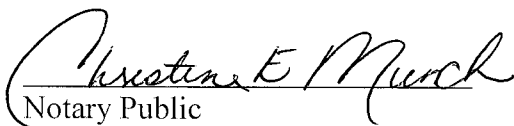
<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**AFFIDAVIT OF NON-MILITARY SERVICE**

Before me, the undersigned authority, personally appeared Joseph S. Wiesmeth, Esquire, who being duly sworn according to law, deposes and says that he is the attorney of record for the within Plaintiff; that as such he is duly authorized to make this Affidavit on its behalf; and that to the best of his knowledge, information and belief, the within Defendants, John W. Couteret and Tammy K. Couteret, are not in the military service of the United States of America.

  
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me this  
5<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Christine E. Munch, Notary Public  
Stroud Boro, Monroe County  
My Commission Expires Feb. 5, 2008  
Member, Pennsylvania Association Of Notaries

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**IMPORTANT NOTICE**

**To: John W. Couteret  
RR 1 Box 26  
Gormont Drive  
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**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375**



**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

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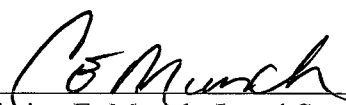
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Document(s) : 10 Day Notice for Default Judgment  
Manner of Service : First Class Mail, Postage Prepaid  
Individual(s) Served : John W. Couteret  
Place of Service : RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836

This affidavit is made subject to the penalties of 18 Pa.C.S. Section 5905 relating to unsworn falsifications to authorities.

Date: 7/9/03

  
Christine E. Munch, Legal Secretary

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**IMPORTANT NOTICE**

**To: Tammy K. Couteret  
RR 1 Box 26  
Gormont Drive  
Frenchville, PA 16836**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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Harrisburg, PA 17108  
(800) 692-7375**

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**AFFIDAVIT OF SERVICE**

I, Christine E. Munch, hereby certify that, pursuant to Court of Common Pleas of the 43rd Judicial District of Monroe County, Commonwealth of Pennsylvania, Rules of Civil Procedure and/or Pa.R.C.P. 440, that of even date herewith, I sent a true and correct copy of the following document(s) to the individual(s) and in the manner stated below: If service was made certified mail, return receipt requested, proof of service is attached hereto.

Document(s)	:	10 Day Notice for Default Judgment
Manner of Service	:	First Class Mail, Postage Prepaid
Individual(s) Served	:	Tammy K. Couteret
Place of Service	:	RR 1 Box 26 Gormont Drive Frenchville, PA 16836

This affidavit is made subject to the penalties of 18 Pa.C.S. Section 5905 relating to unsworn falsifications to authorities.

Date: 7/9/03

  
\_\_\_\_\_  
Christine E. Munch, Legal Secretary

FILED

1ccs/Notice

to Defs.

MAY 06 2004

Statement to Atty

William A. Shaw

Prothonotary/Clerk of Courts

Atty pd. 20.00

COPY

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA

KEY BANK USA, N.A.

Plaintiff

v.

JOHN W. COUTERET and

TAMMY K. COUTERET, husband and wife,

Defendants

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NO. 03-845-CD

IN MORTGAGE FORECLOSURE

NOTICE

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE-CAPTIONED MATTER HAS  
BEEN ENTERED AGAINST YOU.

PROTHONOTARY

5/6/04

If you have any questions concerning the above, please contact:

Joseph S. Wiesmeth, Esquire  
Wiesmeth & Hardy Attorneys at Law, P.C.  
919 Main Street  
Stroudsburg, PA 18360  
(570) 424-2848

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Key Bank USA, N.A.  
Plaintiff(s)

No.: 2003-00845-CD

Real Debt: \$47,358.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John W. Couteret  
Tammy K. Couteret  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 6, 2004

Expires: May 6, 2009

Certified from the record this 6th day of May, 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

FILED *cc 96*  
*writs to*  
*m/2:04/6/ shf*  
SEP 20 2004 *Atty pd. 20.00*

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA  
William A. Shaw  
Prothonotary/Clerk of Courts

KEY BANK USA, N.A.	:	NO. 03-845-CD
	:	
Plaintiff	:	IN MORTGAGE FORECLOSURE
	:	
v.	:	
	:	
JOHN W. COUTERET and	:	
TAMMY K. COUTERET, husband and wife,	:	
	:	
Defendants	:	

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above-captioned matter:

- 1) Directed to the Sheriff of Clearfield County;
- 2) Against the Defendants, John W. Couteret and Tammy K. Couteret, husband and wife, in the above-captioned matter;
- 3) Issue and index this Writ against the following real property:

**ALL THAT CERTAIN** piece or parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at a point at the common corner of lands now or formerly of Mary E. Cole and lands now or formerly of William I. Smith and Marion E. Smith, both the aforesaid lands being situate in Lot C of the revised plans of Emery Gormont and being on the eastern side of Gormont Drive, with said point being the southwestern corner of the lot herein conveyed; thence along Gormont Drive North 6° 55' East One Hundred Five feet (105') to a point which is a common corner of Lots B and C of the aforesaid Gormont plan; thence along the common boundary of aforesaid Lots B and C South 83° 32' East Two Hundred Ten feet (210') to a point; thence still along remaining lands now or formerly of William I. Smith and Marion E. Smith South 6° 55' West One Hundred Five feet (105') to a point in the common line and lands now or formerly of William I. Smith and Marion E. Smith and Mary E. Cole; thence along lands now or formerly of Mary E. Cole North 83° 32' West Two Hundred Ten feet (210') to a point on eastern side of Gormont Drive and place of beginning. Containing approximately 0.5025 acres.

**BEING THE SAME** premises granted and conveyed unto John W. Couteret, single, by deed of Edward K. Bradford and Marcella A. Bradford, husband and wife, dated and recorded December 18, 1995 in the Clearfield County Recorder's Office in Deed Book Volume 1725, Page 144.

**IMPROVED LOT**  
**ASSESSED VALUE: 4,825**

**TAX PARCEL #: 111-R05-106**


4) The amounts due and owing are:

Principal balance:	\$37,311.30
Interest from 8/19/02 through 5/23/03	\$3,563.79
Attorneys fees 10%	\$4,305.29
Late Charges	\$299.17
Costs of Suit to date	\$250.00
Title Search	\$150.00
Escrow Deficit	\$1,179.31
Returned Check Fee	-0-
Suspense Balance Refund	(\$300.68)
Delinquent Real Estate Taxes	\$600.00
Per Diem interest of \$12.73 from 5/23/03	accruing
<b>Total</b>	<b>\$47,358.18, plus accruals</b>
	<b>125.00 Prothonotary costs</b>

Respectfully submitted,

WIESMETH & HARDY  
ATTORNEY AT LAW, P.C.

By:

  
\_\_\_\_\_  
Joseph S. Wiesmeth, Esquire  
Attorney for Plaintiff  
919 Main Street  
Stroudsburg, PA 18360  
I.D. #49796



COPY

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

**NO. 03-845-CD**

**IN MORTGAGE FORECLOSURE**

**WRIT OF EXECUTION**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above captioned matter you are directed to levy upon and sell the following described property:

**ALL THAT CERTAIN** piece or parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at a point at the common corner of lands now or formerly of Mary E. Cole and lands now or formerly of William I. Smith and Marion E. Smith, both the aforesaid lands being situate in Lot C of the revised plans of Emery Gormont and being on the eastern side of Gormont Drive, with said point being the southwestern corner of the lot herein conveyed; thence along Gormont Drive North 6° 55' East One Hundred Five feet (105') to a point which is a common corner of Lots B and C of the aforesaid Gormont plan; thence along the common boundary of aforesaid Lots B and C South 83° 32' East Two Hundred Ten feet (210') to a point; thence still along remaining lands now or formerly of William I. Smith and Marion E. Smith South 6° 55' West One Hundred Five feet (105') to a point in the common line and lands now or formerly of William I. Smith and Marion E. Smith and Mary E. Cole; thence along lands now or formerly of Mary E. Cole North 83° 32' West Two Hundred Ten feet (210') to a point on eastern side of Gormont Drive and place of beginning. Containing approximately 0.5025 acres.

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Returned Check Fee	-0-
Suspense Balance Refund	(\$300.68)
Delinquent Real Estate Taxes	\$600.00
Per Diem interest of \$12.73 from 5/23/03	accruing
<b>Total</b>	<b>\$47,358.18, plus accruals</b>
	<b>125.00 Prothonotary costs</b>

Date: 9/20/04

\_\_\_\_\_  
Prothonotary

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

<b>KEY BANK USA, N.A.</b>	:	<b>NO. 03-845-CD</b>
	:	
<b>Plaintiff</b>	:	<b>IN MORTGAGE FORECLOSURE</b>
	:	
<b>v.</b>	:	
	:	
<b>JOHN W. COUTERET and</b>	:	
<b>TAMMY K. COUTERET, husband and wife,</b>	:	
	:	
<b>Defendants</b>	:	

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Key Bank USA, N.A., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

RR 1, Box 26, 925 Gormont Drive, Frenchville, Covington Township, Clearfield County, Pennsylvania

(Describe the real property to be sold or attach a description as an exhibit).

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

John W. Couteret and Tammy K. Couteret	RR 1 Box 26, Gormont Drive Frenchville, PA 16836
---	---

2. Name and address of Defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

John W. Couteret and Tammy K. Couteret	RR 1 Box 26, Gormont Drive Frenchville, PA 16836
---	---

3. Name and address of every judgement creditor whose judgment is a record lien on the real property to be sold:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
Key Bank USA, N.A.	2 Gatehall Drive Parsippany, NJ 07054

4. Name and address of the last recorded holder of every mortgage or record:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
Key Bank USA, N.A.	2 Gatehall Drive Parsippany, NJ 07054
Associates Consumer Discount Co.	269 Northland Center State College, PA 16802-2903

5. Name and address of every other person who has any record lien on the property:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
None	

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
Clearfield County Tax Claim	230 East Market Street Clearfield, PA 16830

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Address (if address cannot be reasonably  
ascertained, please so indicate)

Lena Gormont, Tax Collector

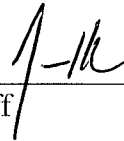
67 Old Road  
Frenchville, PA 16836

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

Date

7-21-07

Plaintiff



**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
46TH JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA**

**KEY BANK USA, N.A.**

**Plaintiff**

**v.**

**JOHN W. COUTERET and  
TAMMY K. COUTERET, husband and wife,**

**Defendants**

**: NO. 03-845-CD  
:  
:  
: IN MORTGAGE FORECLOSURE  
:  
:  
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:  
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:**

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
:SS:  
COUNTY OF MONROE :

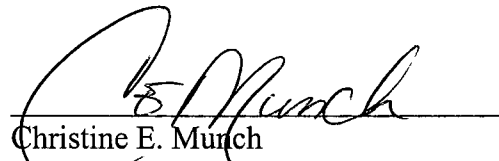
The undersigned, being duly sworn according to law, does hereby state that she is a person of such age and discretion as to be competent to serve papers; that on January 4, 2005, she served a Notice of Sheriff's Sale of Real Estate pursuant to Pennsylvania Rules of Civil Procedure 3129.2, inter alia, describing the property to be sold, its location, the improvements, if any, the judgment of the court on which the sale is being held, the name of the owner, and the time and place of sale by placing same in a post paid envelope, addressed to the persons who are hereinafter named, who are or may be Lienholders on the real estate subject to sale, at the places and addresses stated below, by delivering said envelopes and contents to a Post Office Employee at a United States Post Office in Stroudsburg, Monroe County, Pennsylvania and obtaining a Certified Mail Receipt for each Notice. True and correct copies of the Certified Mail Receipts, PS Form 3800, and Domestic Return Receipt, PS Form 3811, are attached hereto, marked Exhibit "A" and incorporated herein by reference thereto.

**FILED** *no cc*  
*6/12/29/04*  
**JAN 18 2005**

William A. Shaw  
Prothonotary, Clerk of Courts

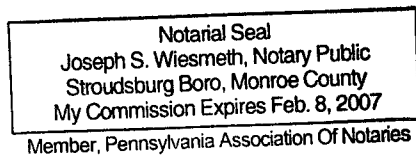
Clearfield County Tax Claim  
230 East Market Street  
Clearfield, PA 16830

Lena Gormont  
Tax Collector  
67 Old Road  
Frenchville, PA 16836

  
Christine E. Munch  
Legal Secretary

SWORN TO and subscribed to before me  
this 14 day of January, 2005.

  
NOTARY PUBLIC



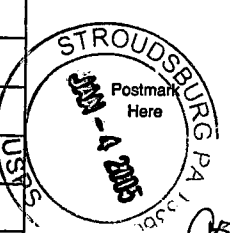
# EXHIBIT "A" (Con't)

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To: <b>Lena Gormont</b> Tax Collector 67 Old Road Frenchville, PA 16836	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <i>x Lena Gormont</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  Lena Gormont Tax Collector 67 Old Road Frenchville, PA 16836		B. Received by (Printed Name) <i>Lena Gormont</i> C. Date of Delivery <i>1-7-05</i>	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7003 2260 0001 9752 6277			
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	



# EXHIBIT "A"

U.S. Postal Service™	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
	
<b>Sent To</b> Clearfield County Tax Claim Street, Apt. No., or PO Box No. 230 East Market Street City, State, ZIP+4 Clearfield, PA 16830	
PS Form 3800, June 2002 See Reverse for Instructions	

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>Jean Orr</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  Clearfield County Tax Claim 230 East Market Street Clearfield, PA 16830		B. Received by (Printed Name) <i>Jean Orr</i>	
		C. Date of Delivery JAN 6 2005	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7003 2260 0001 9752 6246	
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	